



Norfolk Southern Corporation
Law Department
Three Commercial Place
Norfolk, Virginia 23510-2191

EXHIBIT NO 17976-A
FILED 208

OCT 27 1993 -1 05 PM

J. G. INTERSTATE COMMERCE COMMISSION
General Solicitor

Writer's Direct Dial Number

(804) 629-2818

0100031004

October 23, 1993

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Strickland:

In accordance with 49 U.S.C. § 11303 and the Commission's rules, I submit herewith for recording with the Commission three (3) counterparts of the document described below. I request that two (2) of the counterparts be returned to the undersigned.

(1) This document is a "Locomotive Lease Agreement Termination (Final)", executed by General Motors Corporation (Electro-Motive Division) (the "Lessor"), and by Norfolk Southern Railway Company (the "Lessee").

(2) This document is a "secondary document" under 49 C.F.R. § 1177.1, pertaining to the following primary document: Locomotive Lease between the same parties dated as of April 1, 1992, recorded October 9, 1992, and assigned recordation number 17976.

(3) The railroad equipment covered by the document is generally described as follows:

| <u>Number of Units</u> | <u>General Description</u> | <u>AAR Symbol</u> | <u>Identity Marks</u> |
|------------------------|----------------------------------|-------------------|-----------------------|
| 6 | SD70 Diesel Electric Locomotives | --- | NS 2501-2506 |

(4) The names and addresses of the parties executing the Amendment are as follows:

LESSOR: General Motors Corporation
(Electro-Motive Division)
9301 W. 55th St.
LaGrange, Illinois 60525

Counterparts - 3 copies

RECEIVED
OFFICE OF THE
SECRETARY
OCT 27 1 01 PM '93
LICENSING BRANCH

LESSEE: Norfolk Southern Railway Company
Three Commercial Place
Norfolk, Virginia 23510

(5) After recordation, please return two original counterparts of the document, stamped with the Commission's recordation data, to the undersigned at Norfolk Southern Corporation, Three Commercial Place, Norfolk, Virginia 23510.

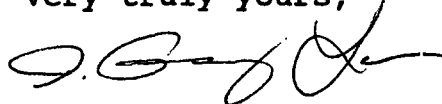
(6) The recordation fee of \$18.00 is enclosed.

(7) A short summary of the Amendment for use in the index follows:

This is a Locomotive Lease Agreement Termination (Final) relating to a Locomotive Lease dated April 1, 1992, between General Motors Corporation (Electro-Motive Division), Lessor, and Norfolk Southern Railway Company, Lessee, covering 6 SD70 diesel-electric locomotives (numbered NS 2501-2506).

Please acknowledge receipt on the enclosed copy of this letter.

Very truly yours,



J. Gary Lane

jgl
encl.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

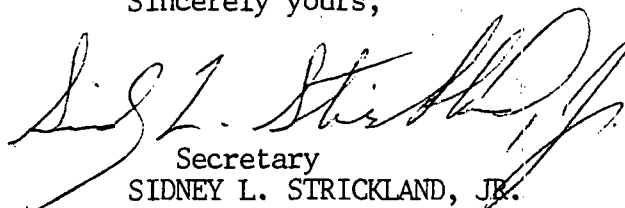
10/27/93

J. Gary Lane
Norfolk Southern Corporation
Three Commercial Place
Norfolk, VA. 23510-2191

Dear **Sirs:**

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **10/27/93** at **1:05PM**, and assigned
recordation number(s). **17976-A**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

276-10

LOCOMOTIVE LEASE AGREEMENT TERMINATION OCT 27 1993 -1 03 PM

(FINAL)

INTERSTATE COMMERCE COMMISSION

This terminates the Locomotive Lease Agreement dated April 1, 1992, between Norfolk Southern Railway Company ("Railroad") a Virginia corporation, and Electro-Motive Division, General Motors Corporation ("EMD"), a Delaware corporation with respect to the following locomotives: Six (6) SD70 Diesel Electric Locomotives bearing road numbers 2501-2506 inclusive (hereinafter referred to as "Terminated Equipment").

WHEREAS, Railroad and EMD executed a Locomotive Lease Agreement, dated April 1, 1992, relating to the equipment described above ("Locomotives").

WHEREAS, the Locomotive Lease Agreement was duly filed for recordation with the Interstate Commerce Commission ("ICC") pursuant to 49 U.S.C. Section 11303, as recorded on October 9, 1992, at 10:00 a.m. Recordation No. 17976.

WHEREAS, the parties hereto desire to terminate and cancel the Locomotive Lease Agreement and to record this termination and cancellation;

Now, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Railroad and EMD agree as follows:

1. Railroad and EMD hereby terminate and cancel the Locomotive Purchase Agreement, effective September 27, 1993.
2. The parties agree to record this Agreement with the ICC so as to release the lien against all of the Terminated Equipment constituted by the Locomotive Lease Agreement.
3. This Agreement may be executed by the parties in one or more counterparts (or upon separate signature pages bound together in one or more counterparts) shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Railroad and EMD have each caused this Termination Agreement to be duly executed by their authorized offices as of the day and year first above written.

ELECTRO-MOTIVE DIVISION
GENERAL MOTORS CORPORATION
9301 W. 55th Street
LaGrange, Illinois 60525

By: [Signature]
Title: Assistant Secretary

NORFOLK SOUTHERN RAILWAY COMPANY

By: [Signature]
Vice President

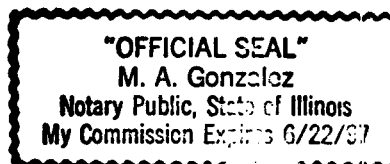
State of Illinois)
County of Cook) ss.

On this 7th day of October, 1993, before me personally appeared Keith A. McCanless, to me personally known, who, being by me duly sworn, did say that he is a Assistant Secretary of Electro-Motive Division, General Motors Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

M. A. Gonzalez
Notary Public

My commission expires:

6/22/97



State of Virginia)
County of Norfolk) ss.
City Portsmouth

On this 19th day of October, 1993, before me personally appeared William J. Roney to me personally known, who, being by me duly sworn, did say that he is a Vice President of Norfolk Southern Railway Co. that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

David G. Whitson
Notary Public

My commission expires:

AUGUST 31, 1994